

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MERCED

REQUEST FOR QUOTE – CUSTOM FILE FOLDER VENDOR

RFQ Number: MER-201307Files

Date Issued: July 16, 2013

Submit Bids In Person or by Mail:

Superior Court of California, County of Merced
627 W. 21st Street, Administration Office
Merced, CA 95340

RFQ Contact: Michelle Fenton

Phone: (209) 725-4100 Ext 3685

Fax: (209) 725-4102

Email: Michelle.fenton@mercedcourt.org

Vendor Information

Vendor Name: _____

Address: _____

Contact Name/Title: _____

Phone / Fax: _____

E-mail: _____

Interested vendors qualified to provide the requested custom file folders may submit bids in person or by mail to the RFQ contact at the above listed address.

The Court will provide reasonable accommodations to persons with disabilities that enable them to participate in the procurement process. Requests for accommodation of disabilities should be directed to the RFQ Contact at the above listed address.

Timeline for this RFQ: The Court has developed the following list of key events for this RFQ. All dates are subject to change at the discretion of the Court.

- Deadline for Submitting Questions: July 18, 2013 by 2:00 p.m.
- Questions and Answers emailed by: July 18, 2013 by 5:00 p.m.
- Bid Due Date and Time: **July 22, 2013 (Monday) by 3:00 p.m.**

REQUESTED PRODUCTS AND SERVICES

General Description: The Court is seeking bids from qualified vendors to provide the Court with custom file folders that meet the requirements described in Attachment A - Statement of Work.

Delivery Location: Vendor will provide inside delivery of the files to the Court's offsite storage facility located at Main and O Streets, Merced, CA during normal business hours excluding holidays. Arrangements are to be made in advance with the Merced Superior Court Administration office.

Attachments: The following attachments are included with this RFQ:

- Attachment A – Statement of Work
- Attachment B – Submittal Requirements and Administrative Rules Governing Requests for Quote
- Attachment C – Purchase Order Terms and Conditions
- Attachment D – Darfur Contracting Certification

BID CONTENT:

Vendors interested in providing the custom file folders requested in this RFQ should review the requirements outlined in Attachment B – Submittal Requirements and Administrative Rules Governing Requests for Quote and submit a bid signed by an authorized representative of vendor that includes the requested information and certifications, including the information requested below:

- One sample of one type of file folder (one legal size with printing and stickers and one letter size) that meets the specifications as requested in Attachment A – Statement of Work.
- Completed Attachment A – Statement of Work, including unit price and price extension based on requested quantity, tax and shipping.
- The name and contact information for vendor's authorized representative
- Vendor's federal tax identification number
- RFQ Form signed by an authorized representative of vendor
- Required certifications (see Attachment B, paragraph 2)

EVALUATION AND CONTRACT AWARD

Court will evaluate all responsive bids from vendors that comply with the requirements of this RFQ and are fully capable of performing a contract for the requested products and services.

Award of contract, if made, will be to the responsible vendor submitting the lowest responsive quote after application of any preference, incentives, or discounts, if applicable. A responsive quote must be compliant with all the requirements of the RFQ and any addenda thereto (including any administrative or technical requirements), except for such immaterial defects as may be waived by the Court.

All vendors submitting bids must be prepared to accept the Court's purchase order terms and conditions which are included as Attachment C – Purchase Order Terms and Conditions. If the successful vendor refuses to accept such terms and conditions, the Court may award a contract to the next qualified vendor.

SIGNATURE

Vendor has reviewed all material included with this RFQ and understands and agrees that submittal of a bid indicates that the vendor accepts all terms and conditions included or referenced in this RFQ. A vendor's bid is an irrevocable offer for ninety (90) days following the bid due date and time.

Vendor Name: _____

Vendor Address: _____

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Phone Number: _____

Email Address of Authorized Representative: _____

Facsimile Number: _____

Signature: _____

Date: _____

**Attachment A
Statement of Work**

General Description of Products and Services:

Quote Due Date and Time: July 22, 2013 by 3:00 p.m.

Required Delivery Date: ASAP - Vendor to state delivery time in quote

Payment: Net 45 days

Please provide a quote and samples (one sample each) for the following items*:

Item	Quantity	Alpha Color	File Color	Description	Unit Price	Extension
1.	23,350			<u>Overall: 9 1/2 x 15 1/4, Face of File 9 x 14 3/4, 18 pt Color material, reinforced side, Drop front (non-interlocking) end tab, 8 different custom printing on front panel (legal size). Black ink. Acme match laminate color code strip labels applied to end tab. Alternate 22b fasteners 1&3 or 2&4, alternate every folder start in 1 & 3.</u>		
2.	6,000	Blue	Green	Family Law Pre Numbered I.E. FLM123456*		
3.	200	Gray	Buff	Juvenile Delinquency Pre Numbered I.E. JL123456*		
4.	600	Brown	Tan	Juvenile Dependency Pre Numbered I.E. JP123456*		
5.	5,500	Black	Gov. Blue	Civil - Merced Pre Numbered I.E. CVM123456*		
6.	50	Buff	Gov. Blue	Civil –Los Banos Pre Numbered I.E. CVL123456*		
7.	300	Green	Lavender	Probate Pre Numbered I.E. PR123456*		
8.	1,000	Yellow	Red	Small Claims–Merced Pre Numbered I.E. SCM123456*		
9.	150	Orange	Red	Small Claims–Los Banos Pre Numbered I.E. SCL123456*		
10.	50	Purple	Goldenrod	Adoptions Pre Numbered I.E. AD123456*		
11.	7,000	Red	Gray	Criminal- Merced Pre Numbered I.E. CRM123456*		
12.	2,500	Pink	Gray	Criminal –Los Banos Pre Numbered I.E. CRL123456*		
				*Final numbers will be provided at the time of order-numbers represent digits		
	550			<u>Overall: 9 1/2 x 15 1/4, Face of File: 9 x 14 3/4, 18 pt Color material, reinforced side, Drop front (non-interlocking) end tab, 6 different custom printing on front panel (legal size). Black ink. Alternate 22b fasteners 1&3 or 2&4, alternate every folder start in 1 & 3.</u>		
1.	350		Green	Family Law		

2.	200		Gray	Criminal	Merced: 150; Los Banos: 50		
	1,500			<u>Acme match laminate color code labels – Alfa Characters Only – Sheets or Rolls</u>			
1.	500	Pink		Criminal –Los Banos	CRL		
2.	500	Red		Criminal-Merced	CRM		
3.	500	Blue		Family Law	FLM		
	900			<u>Overall: letter size 8.5” x 11” 1/3 cut top tab 3 position; (no side tab) 18 pt. Colored material, reinforced side with prongs, Drop front (non- interlocking) end tab (Regular letter size file folders)</u>			
1.	300	Yellow					
2.	600	Light Red					
				Product Subtotal:			
				Tax:			
				Shipping:			
				Grand Total:			

ATTACHMENT B:

SUBMITTAL REQUIREMENTS AND ADMINISTRATIVE RULES GOVERNING REQUESTS FOR QUOTE

1. SUBMITTAL OF BIDS AND RESERVATION OF RIGHTS

Vendors interested in submitting bids must provide the requested information and certifications and deliver a completed bid, including the RFQ form signed by an authorized representative, to the RFQ Contact listed on the cover page of this RFQ prior to the bid due date and time indicated.

2. CERTIFICATIONS AND OTHER REQUIREMENTS.

Vendor must include the following certifications in its bid:

- A. Vendor must complete the Darfur Contracting Act Certification (Attachment E) and submit the completed certification with its bid.
- B. If vendor is a corporation or limited liability company, vendor must submit proof that vendor is in good standing and qualified to conduct business in California.
- C. Vendor must certify in writing, under penalty of perjury, the percentage of recycled content in the products, materials, goods, or supplies offered or sold. This requirement applies even if the product contains no recycled material.

NOTE: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in section 17030 of the Business and Professions Code.

3. ACCEPTANCE OF TERMS

The requested products and services will be provided pursuant to the terms and conditions of the attached Sample Purchase Order Terms and Conditions. Submittal of a bid indicates that the vendor accepts such terms and conditions.

4. QUESTIONS REGARDING THE RFQ

Vendors interested in responding to the RFQ may submit questions via the RFQ Contact on procedural matters related to the RFQ or requests for clarification or modification of the RFQ no later than the deadline for submitting questions listed in the RFQ. If the vendor is requesting a change, the request must set forth the recommended change and the vendor’s reasons for proposing the change. Questions or requests submitted after the deadline for submitting questions will not be answered. Without disclosing the source of the question or request, a copy of the questions and the Court’s responses will be made available.

5. ERRORS IN THE RFQ

- A. If, before the bid due date and time listed in the RFQ, a vendor discovers any ambiguity, conflict, discrepancy, omission, or error in the RFQ, the vendor must immediately notify the Court via the RFQ Contact and request modification or clarification of the RFQ. Without disclosing the source of the request, the Court may modify the RFQ before the bid due date and time by releasing an addendum to the RFQ.
- B. If a vendor fails to notify the Court of an error in the RFQ known to vendor, or an error that reasonably should have been known to the vendor, before the bid due date and time listed in the RFQ, the vendor submits its bid at its own risk. Furthermore, if the vendor is awarded the contract, the vendor shall not be entitled to any compensation or additional time by reason of the error or its later correction.
- C. If a vendor has submitted a bid and discovers an error in the RFQ after the bid due date and time listed in the RFQ but before the award of the contract, the vendor may be allowed to withdraw its bid if the vendor can demonstrate to the Court’s satisfaction: (i) an error exists in the RFQ, (ii) the error materially affected the vendor’s bid, and (iii) the vendor did not discover the error prior to submission of its bid.

6. ADDENDA

- A. The Court may modify the RFQ before the bid due date and time listed in the RFQ by issuing an addendum and providing notice to prospective vendors. It is vendor’s responsibility to inform itself of any addendum prior to its submission of a bid.
- B. If any vendor determines that an addendum unnecessarily restricts its ability to submit a bid, the vendor shall immediately notify the Court via the RFQ Contact no later than one day following issuance of the addendum.

7. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF BIDS

A vendor may withdraw its bid at any time before the bid due date and time by notifying the Court in writing of its withdrawal. The notice must be signed by the vendor. The vendor may thereafter submit a new or modified bid, provided that it is received at the Court no later than the bid due date and time listed in the RFQ. Modifications offered in any other manner, oral or written, will not be considered. Bids cannot be changed or withdrawn after the bid due date and time listed in the RFQ.

8. ERRORS IN THE BID

If errors are found in a bid, the Court may reject the bid; however, the Court may, at its sole option, correct arithmetic or transposition errors or both on the basis that the lowest level of detail will prevail in any discrepancy. If these corrections result in significant changes in the amount of money to be paid to the vendor (if selected for the award of the contract), the vendor will be informed of the errors and corrections thereof and will be given the option to abide by the corrected amount or withdraw the bid.

9. RIGHT TO REJECT BIDS

- A. Before the bid due date and time listed in the RFQ, the Court may cancel the RFQ for any or no reason. After the bid due date and time listed in the RFQ, the Court may reject all bids and cancel the RFQ if the Court determines that: (i) the bids received are not really competitive; (ii) the cost is not reasonable; (iii) the cost exceeds the amount expected; or (iv) awarding the contract is not in the best interest of the Court.
- B. The Court may or may not waive an immaterial deviation or defect in a bid. The Court's waiver of an immaterial deviation or defect shall in no way modify the RFQ or excuse a vendor from full compliance with the RFQ specifications. Until a contract resulting from this RFQ is awarded, the Court reserves the right to accept or reject any or all of the items in the bid, to award the contract in whole or in part and/or negotiate any or all items with individual vendors if it is deemed in the Court's best interest. A notice of intent to award does not constitute a contract, and confers no right of contract on any vendor.
- C. The Court reserves the right to issue similar RFQs in the future. The RFQ is in no way an agreement, obligation, or contract and in no way is the Court or the State of California responsible for the cost of preparing the bid.
- D. Except as specifically provided in this RFQ, vendors are specifically directed NOT to contact any Court personnel or consultants for meetings, conferences, or discussions that are related to the RFQ at any time between release of the RFQ and any award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor's bid.

10. DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION GOALS

The Court has waived the inclusion of DVBE participation in this solicitation.

11. EVALUATION PROCESS

- A. The Court will review all bids that are received by the bid due date and time to determine the extent to which they comply with the RFQ requirements, including the requirement to provide sample file folders. Vendors that do not provide sample file folders that meet the specification requirements in Attachment A – Statement of Work will not be eligible for contract award. The Court is not obligated for the cost of the requested samples or for their return.
- B. Bids that contain false or misleading statements may be rejected if in the Court's opinion the information was intended to mislead the evaluation team regarding a requirement of the RFQ.
- C. All figures entered on the cost information must be clearly legible.
- D. During the evaluation process, the Court may require a vendor's representative to answer questions with regard to the vendor's bid. Failure of a vendor to demonstrate that the claims made in its bid are in fact true may be sufficient cause for deeming a bid non-responsive.
- E. In the event of a tie, the contract will be awarded to the winner of a single coin toss. The coin toss will be witnessed by two Court employees. The Court will provide notice of the date and time of the coin toss to the affected vendors, who may attend the coin toss at their own expense.
- F. During the evaluation process, the Court may perform certain checks to determine if a vendor is deemed ineligible for contract award. For example, if the contract will be performed in California, the vendor must be qualified to do business in California and in good standing.
- G. If the Court requires clarification regarding a bid, the Court may contact the vendor that submitted the affected bid.

12. DISPOSITION OF MATERIALS

All materials submitted in response to the RFQ will become the property of the Court and will be returned only at the Court's option and at the expense of the vendor submitting the bid.

13. CONFIDENTIAL OR PROPRIETARY INFORMATION

One copy of each bid will be retained by the Court for official files and will become a public record. California judicial branch entities are subject to rule 10.500 of the California Rules of Court, which governs public access to judicial administrative records (see www.courtinfo.ca.gov/cms/rules/index.cfm?title=ten&linkid+rule10_500).

If information submitted in a bid contains material noted or marked as confidential and/or proprietary that, in the Court's sole opinion, meets the disclosure exemption requirements of rule 10.500, then that information will not be disclosed upon a request for access to such records. If the Court finds or reasonably believes that the material so marked is not exempt from disclosure, the Court will disclose the information regardless of the marking or notation seeking confidential treatment.

14. NEWS RELEASES

News releases or other publicity pertaining to the award of a contract may not be issued without prior written approval of the Court Executive Officer.

15. PROTESTS

Protests will not be accepted, as the value of this procurement is less than the protest threshold of \$50,000 established in Chapter 7, section 7.2 of the Judicial Branch Contracting Manual (<http://www.courts.ca.gov/documents/jbcl-manual.pdf>).

ATTACHMENT C - PURCHASE ORDER TERMS AND CONDITIONS

ACCEPTANCE: BY DELIVERING THE ORDERED GOODS OR COMMENCING PERFORMANCE UNDER THIS ORDER, VENDOR AGREES TO THE SPECIFICATIONS, TERMS, AND CONDITIONS IN OR REFERENCED BY THIS DOCUMENT (COLLECTIVELY, THE "ORDER"). VENDOR'S ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS ARE EXPRESSLY EXCLUDED FROM THIS ORDER AND THE COURT DOES NOT AGREE TO SUCH TERMS OR CONDITIONS. THIS ORDER'S TERMS AND CONDITIONS MAY ONLY BE VARIED BY A WRITING SIGNED BY THE COURT'S DULY AUTHORIZED REPRESENTATIVE.

AUDIT RIGHT: Vendor agrees to maintain records relating to performance and billing by Vendor under this Order for a period of four years after final payment. During the period of time that Vendor is required to retain such records, the Court or its representative may, during normal business hours, inspect and make extracts or copies of such records and other materials for purposes of confirming the accuracy of invoices submitted hereunder.

CHANGES: No change or modification in terms, quantities, or specifications may be made without express authorization in writing from the Court.

DELIVERY AND PACKING SLIPS: Time is of the essence to delivery and any other performance required of Vendor. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose will be paid by the Court unless it is expressly included on the face of this Order. Unless stated otherwise in this Order, the shipping point for all deliveries under this Order will be F.O.B. "Destination." Unless otherwise shown on this Order, on "F.O.B. Shipping Point" transactions, Vendor must arrange for lowest-cost transportation, prepay and add freight to its invoice, and furnish supporting freight bills over \$25. If delivery is to be made by a carrier, an itemized delivery ticket must be attached to the outside of the package. Each container must be marked with the Order number, part number and quantity. Any itemized packing slip bearing the Court's Order number as shown thereon must be left with the goods to insure their receipt.

INDEMNITY: VENDOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE GOODS OR SERVICES PURCHASED HEREUNDER, (II) AN ACT OR OMISSION OF VENDOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, (III) THE INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR OTHER RIGHTS BY THE GOODS OR SERVICES PURCHASED HEREUNDER, (IV) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT OR DELIVERY AND ACCEPTANCE OF THE GOODS AND SERVICES. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.

INSPECTION AND ACCEPTANCE: Notwithstanding any prior inspection or payments, all goods and services delivered hereunder are subject to final inspection and acceptance or rejection by the Court at any time within thirty days after delivery to the Court. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Court and returned or held at Vendor's expense and risk. Payment does not constitute an acceptance of the material nor impair the Court's right to inspect or any of its remedies.

INSURANCE: Vendor will maintain insurance that is sufficient in scope and amount to permit Vendor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Vendor's performance of this Order. Vendor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Order.

INVOICES, PAYMENT AND SETOFF: The Court has no obligation to pay for any item until one original and two copies of a correct, itemized invoice for the item is received at the address shown on the face of this Order. Payment is due thirty days from receipt of a correct, itemized invoice. Each invoice must be printed on Vendor's standard printed bill form, and must include at a minimum (i) the Order number, (ii) Vendor's name and address, (iii) the nature of the invoiced charge, (iv) the total invoiced amount, and (v) such detail as is reasonably necessary to permit the Court to evaluate the goods received and the services performed, if any, including without limitation the number of hours worked and the applicable hourly rate. Amounts owed to the Court due to rejections of goods or services or discrepancies in an invoice will be, at the Court's option, fully credited against future invoices payable by the Court, or paid by Vendor within thirty days from Vendor's receipt of a debit memo or other written request for payment by the Court. The Court has the right at any time to set off any amount owing from Vendor to the Court against any amount payable by the Court pursuant to this Order or any other transaction or occurrence.

LEGAL COMPLIANCE: (a) Vendor must observe and comply with all federal, state, city, and local laws, rules, and regulations affecting goods and services under this Order. (b) Vendor and its subcontractors, if any, must not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40), sex or sexual orientation. Vendor must ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Vendor and its subcontractors, if any, must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (c) Vendor must comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC Sec. 012101 et seq.) which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA, as well as California's Fair Employment and Housing Act (Government Code section 12990 et seq.). (d) This Order incorporates the terms and conditions set forth in the document entitled "JBCL Required Provisions," posted at www2.courtinfo.ca.gov/phoenix_termsandconditions.pdf.

MATERIAL SAFETY DATA SHEETS: If some or all of the goods being provided by Vendor are on CAL OSHA's "Hazardous Substances List," Vendor will, upon request, forward a completed Material Safety Data Sheet (MSDS) to the Court.

RISK OF LOSS: Vendor bears the risk of loss or damage to the ordered goods until Vendor delivers the goods to the Court's place of business unless a different F.O.B. point is indicated on the face of this Order. Notwithstanding such delivery, Vendor bears the risk of loss or damage to the goods purchased under this Order in the event of and from the time the Court gives notice of rejection or termination of this Order.

STATUS AS INDEPENDENT CONTRACTOR AND SUBCONTRACTS: Vendor is an independent contractor and while performing work on or off the Court's premises neither it nor any of its agents or employees will be considered agents or employees of the Court. Vendor may not assign, subcontract, or delegate its obligations under this Order without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void.

TERMINATION: The Court may terminate all or part of this Order for any or no reason at any time by giving notice to Vendor. Should Court terminate this Order for convenience, the Court's liability will be: (a) for standard or off-the-shelf products, a reasonable restocking charge not to exceed ten percent of the purchase price; (b) for custom products, the lesser of (i) a reasonable price for raw materials, components, work in progress, and any finished units on hand, or (ii) the price, set forth in this Order, per finished unit, after giving effect to any discount the Court would otherwise be entitled to. For termination of any separate services specifically ordered, liability will be the lesser of (a) a reasonable price for the services rendered prior to termination, or (b) the price for the services. If any hourly or other time-based rate for services is specified in this Order, such rate will be used in determining a reasonable price. Upon receipt of a termination notice, Vendor must, unless otherwise directed, cease work and follow the Court's directions as to work in progress and finished goods.

WARRANTIES: Vendor warrants that all goods delivered will (a) be free from defects in workmanship, material, and manufacture (including, without limitation, defects which could create a hazard to life or property); (b) be new, not refurbished or reconditioned, unless stated otherwise in this Order; (c) be of merchantable quality and fit for the purposes intended by the Court to the extent disclosed by Vendor; (d) comply with the requirements of this Order; and (e) comply with all applicable laws and regulations. Vendor further warrants that all services will be rendered in a good and workmanlike manner by skilled personnel in compliance with all applicable laws and regulations.

ATTACHMENT D
DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code (PCC) section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must either (i) certify that it is not a “scrutinized company” as defined in PCC 10476, or (ii) receive written permission from the Court to submit a bid or proposal.

To submit a bid or proposal to the Court, you must complete **ONLY ONE** of the following three paragraphs. To complete paragraph 1 or 2, simply check the corresponding box. To complete paragraph 3, check the corresponding box **and** complete the certification for paragraph 3.

- ☐ 1. We do not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

OR

- ☐ 2. We are a “scrutinized company” as defined in PCC 10476, but we have received written permission from the Court to submit a bid or proposal pursuant to PCC 10477(b). *A copy of the written permission from the Court is included with our bid or proposal.*

OR

- ☐ 3. We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we **certify below** that we are not a “scrutinized company” as defined in PCC 10476.

CERTIFICATION FOR PARAGRAPH 3:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the proposer/bidder to the clause in paragraph 3. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of _____</i> <i>in the State of _____</i>	